



NASHUA
SCHOOL DISTRICT
Gateway to Opportunity

141 Ledge Street
Nashua, NH 03060-3071
603-966-1000 phone
603-594-4350 fax

Addendum to Request for Proposals School Pictures

The deadline for sealed proposals has been changed to no later than 2:00 PM on Tuesday, May 5, 2020. The original date was Wednesday, April 8.

Proposals will be publicly opened at the Berard Masse School Administration Building located at 141 Ledge Street, Nashua, New Hampshire. The contents of all proposals will be open to inspection by interested parties, by appointment if requested.

This addendum is effective as of March 31, 2020. All other terms of the contract remain unchanged.

Nashua School District Request for Proposals

The Nashua School District invites interested parties to submit sealed proposals to provide school pictures for all Nashua public schools.

The Nashua School District is a K-12 public school system serving approximately 11,000 students enrolled in twelve elementary schools, three middle schools, and two high schools. The Nashua School District employs 1,750 staff. The School District operates as a department of the City of Nashua.

I. Scope of Services

Each student in Kindergarten through the 12th grade will be photographed, with pictures taken during the months of September, October and November and delivery of student packages to each school by November 30th. All pictures are to be in color unless otherwise specified.

The School District will provide the photographer with an excel file listing each student's name, student ID number, home address, school name, grade, homeroom teacher and/or team name, homeroom number, and other information as requested. This information will be kept confidential by the vendor and not shared with anyone else for any reason.

The photographer shall provide the following:

1. Individual student and staff pictures shall be taken at no charge. The vendor agrees to schedule photography sessions at each school during the school day.
2. The vendor will schedule at least one re-take session per school during the school day. These re-take sessions will be at no charge.
3. A basic package and other packages as outlined in the attached "Price Quote Form."
4. A .jpg file on a flash drive for all student and staff pictures marked with the student and staff ID number to include original picture date and retake date if applicable; these files shall be provided to the School District's Information Technology Department by school.
5. In addition, the picture vendor shall share the pictures through a service that can be downloaded. The pictures should be the following sizes: 172 width by 212 height.
6. A digital copy for each middle and high school in the format requested by each school's yearbook company.
7. A complimentary class picture for all elementary students, and a group team picture (with 50-100 students/team) taken of the entire team for each middle school student.

The Nashua School District is seeking a three-year contract, beginning with the 2020 - 2021 school year. The District may add a one-year extension.

II. Terms and Conditions

1. General terms and conditions are listed in Appendix A, and are considered an integral part of this "Request for Proposals".
2. Proposals will be evaluated based on the following factors:
 - The price of the basic package.
 - The overall range of prices and options for the remaining packages.
 - Demonstrated experience in providing school pictures, as evidenced by corporate profiles, positive references, and prior experience with school districts.
 - Ability to provide a sufficient number of photographers to meet the photography schedule set forth by school administration.
3. The School District reserves the right to cancel the second or third year of the contract if, in the exclusive judgement of the School District, the performance of the photographer does not meet minimum performance expectations.
4. The basic package must automatically include a copyright print release allowing parents to reproduce photos through other printing methods, at no additional charge. No print releases will be required for other packages.
5. The Nashua School District will assist in scheduling photo sittings, distributing photographs, and collecting money for the photographs if necessary. However, the Nashua School District will assume no responsibility for any losses of photographs or money.
6. Packets of pictures are to be available to the students on a prepaid basis. Those not wishing to order a package will still be photographed so that pictures will be provided to the District as specified on the attached "Price Quote Form". The successful vendor shall guarantee the satisfaction of all participants or refund all money received on deposit from the individual.
7. The winning vendor shall guarantee delivery dates within these specifications.

III. Submission and Opening of Proposals

Proposals must be submitted in sealed envelopes clearly marked "School Picture Proposal" no later than 2:00 PM on ~~Wednesday, April 8, 2020~~. Tuesday, May 5, 2020.

Vendors shall submit the following information:

- The attached "Price Quote Form", with the required information attached to the form.
- A general corporate profile demonstrating experience in providing school pictures and ability to service an account of Nashua's size.
- References from other school systems for whom the bidder has provided school pictures, including a contact name and telephone number.

Proposals may be mailed or hand delivered to the administrative office of the Nashua School District located at 141 Ledge Street, Nashua, New Hampshire 03060-3071. Faxed proposals will not be accepted.

All proposals will be opened at the above date, time and place, and will be available for inspection (and thereafter by appointment) by interested parties.

IV. Further Information

Questions regarding this Request for Proposals may be directed to Sharon Frothingham, frothinghams@nashua.edu, or 603-966-1052.

END

**Nashua School District
School Pictures Bid
Price Quote Form**

The basic package for all schools (Kindergarten through Grade 12) consists of the following:

- 1 - 5 x 7 portrait with folder
- 4 - 2 ½ x 3 ½
- 2 - 1 ½ x 1 ½ (maximum) color of each student for the school with kleen-stick tape attached
- 1 - classroom composite, for elementary
- a copyright print release allowing parents to reproduce photos through other printing methods, at no additional charge

Please include in your bid price the cost of providing all elementary students with a complimentary class picture, and all middle school students with a group team picture (with 50-100 students/team).

BID PER PACKAGE (elementary, grades K-5) \$_____

BID PER PACKAGE (middle school, grades 6-8) \$_____

BID PER PACKAGE (high school, grades 9-12) \$_____

All pricing must include a 10% "service fee" donation to each school based on total revenues. Checks for the service fee amounts should be issued directly to each school with a summary of the fees sent to the Chief Operating Officer.

The winning vendor agrees to hold the price of the basic packages for three years over the term of the contract with the School District.

Please attach a separate form showing options and prices for any other packages you will be offering. You must indicate any price increases anticipated in these packages over the three-year term of the contract with the School District.

Company Name: _____

Contact Person (please print): _____

Telephone # _____ Fax No. _____

Email Address: _____

Authorized Signature: _____ Date: _____

APPENDIX A

General Terms and Conditions

Any exceptions to these general terms and conditions stated elsewhere in this Request for Qualifications/Proposals shall prevail.

I. Specifications

References to brand names or model numbers are intended only to establish a minimum standard of quality. Unless otherwise stated, such references shall not restrict submissions which include other brand names or model numbers.

Any inability to comply with the conditions or specifications outlined in the Request for Qualifications/Proposals must be clearly stated.

Firms who find discrepancies in the specifications or are in doubt with regard to any part of a specification shall immediately notify the District. If it is deemed necessary, an addenda will be issued to all firms by mail, fax or email. The District will not be responsible for any oral instructions.

The City of Nashua supports the concept of purchasing products which are biodegradable, can be or have been recycled, or are environmentally sound. Due consideration will be given to the purchase of such products. If you are bidding on any such products which qualify, please so indicate in a cover sheet by item number and description.

II. Charges

No charges will be allowed for federal, state, or municipal sales and excise taxes, as the Nashua School District is tax exempt.

All charges are to be firm net prices, and are to be F.O.B. destination, including charges for delivery and placement.

III. Terms and Conditions of Bid

The Nashua School District reserves the right to waive all formalities and reject any and all proposals when it is in the best interest of the District to do so.

To be eligible for an award, a proposer must be deemed "responsible". A responsible bidder 1) has the ability, capacity and skill to provide the goods or services required; 2) can provide the goods or services within the time frame specified; 3) has a satisfactory record of integrity, reputation, judgment and experience; 4) has sufficient financial resources to provide the goods or services; 5) has an ability to provide future maintenance and support as required; and 6) has developed a positive track record with the City of Nashua to the extent the bidder has previously provided goods or services.

From time to time, the District may, because of critical time frames, solicit proposals prior to approval of the fiscal year operating budget or formal award of special revenue funds actually funding the bid purchase. The award of a bid is always contingent upon the availability of such funding.

The submission of a proposal constitutes the bidder's acceptance of and agreement to the terms and conditions of this Request for Proposals (RFP).

All proposals will be firm and binding for ninety (90) days from the date of the proposal opening.

IV. Submission and Opening of Proposals

All proposals receiving consideration must be submitted in sealed envelopes, clearly identified as directed by this Request for Qualifications/Proposals, and delivered to the address listed by the date and time specified.

Samples when required shall be furnished free of charge and must be tagged with the bidders name and bid identification. Samples not used or destroyed in testing will be returned to the bidder at his/her request and expense.

V. Compliance with Applicable Laws and Regulations

All goods or services furnished must comply with all applicable federal, state, and local laws, codes and regulations.

Material Safety Data Sheets are required for all products containing one or more toxic substances in accordance with the New Hampshire "Worker's Right to Know Act" (Chapter 277-a). Award of the bid to the successful bidder is contingent on the bidder supplying 20 copies of the Material Safety Data Sheets to allow for postings at all potential District locations.

VI. Insurance Requirements

Contractor shall carry and maintain in effect during the performance of services under this contract:

- General Liability insurance in the amount of \$1,000,000 per occurrence; \$2,000,000 aggregate;
- \$1,000,000 Combined Single Limit Automobile Liability; and Workers' Compensation Coverage in compliance with the State of New Hampshire statutes, \$100,000/\$500,000/\$100,000.

Contractor shall maintain in effect at all times during the performance under this contract all specified insurance coverage with insurers. None of the requirements as to types and limits to be maintained by **Contractor** are intended to and shall not in any manner limit or qualify the liabilities and obligations assumed by **Contractor** under this contract. The City of Nashua shall not maintain any insurance on behalf of **Contractor**. Subcontractors are subject to the same insurance requirements as **Contractor** and it shall be the **Contractor's** responsibility to ensure compliance of this requirement.

The parties agree that **Contractor** shall have the status of and shall perform all work under this contract as an independent contractor, maintaining control over all its consultants, sub consultants, contractors, or subcontractors. The only contractual relationship created by this contract is between the City and **Contractor**, and nothing in this contract shall create any contractual relationship between the City and **Contractor's** consultants, sub consultants, contractors, or subcontractors. The parties also agree that **Contractor** is not a City employee and that there shall be no:

- (1) Withholding of income taxes by the City;
- (2) Industrial insurance coverage provided by the City;
- (3) Participation in group insurance plans which may be available to employees of the City;
- (4) Participation or contributions by either the independent contractor or the City to the public employee's retirement system;
- (5) Accumulation of vacation leave or sick leave provided by the City;
- (6) Unemployment compensation coverage provided by the City.

Contractor will provide the City of Nashua with certificates of insurance for coverage as listed below and endorsements affecting coverage required by the contract within ten calendar days after the City issues the notice of award. The City of Nashua requires thirty days written notice of cancellation or material change in coverage. The certificates and endorsements for each insurance policy must be signed by a person authorized by the insurer and who is licensed by the State of New Hampshire. General Liability, Employers' Liability and Auto Liability policies must name the **City of Nashua as an additional insured and reflect on the certificate of insurance.** **Contractor** is responsible for filing updated certificates of insurance with the City of Nashua's Risk Management Department during the life of the contract.

- All deductibles and self-insured retentions shall be fully disclosed in the certificate(s) of insurance.
- If aggregate limits of less than \$2,000,000 are imposed on bodily injury and property damage, **Contractor** must maintain umbrella liability insurance of at least \$1,000,000. All aggregates must be fully disclosed on the required certificate of insurance.
- The specified insurance requirements do not relieve **Contractor** of its responsibilities or limit the amount of its liability to the City or other persons, and **Contractor** is encouraged to purchase such additional insurance, as it deems necessary.
- The insurance provided herein is primary, and no insurance held or owned by the City of Nashua shall be called upon to contribute to a loss.
- **Contractor** is responsible for and required to remedy all damage or loss to any property, including property of the City, caused in whole or part by **Contractor** or anyone employed, directed, or supervised by **Contractor**.

VI. Hold Harmless Provisions

The winning bidder must agree to defend, hold harmless, and indemnify the City of Nashua, its officers, agents and employees against all claims or injuries to any person or firm arising out of the actions of the bidder, its officers, agents, or employees in providing services or goods in connection with this bid award.

VII. Default

Should any goods or services furnished by the bidder under a contract or purchase order fail to conform to the specifications contained herein or to a sample submitted by the bidder, the District may reject the goods or services. In such an event, the bidder shall be instructed to remove any goods or cease providing services at no cost to the District, and replace them with goods or services conforming to the specifications and samples.

Should the bidder default in the performance of the foregoing paragraph, the District reserves the right to purchase the goods or services from other sources, and to hold the bidder responsible for any excess costs occasioned to the District thereby.

VIII. Conflict of Interest

Any bidder who believes a conflict of interest may exist in responding to the Request for Proposals shall so state that conflict as part of the bid submission. The District reserves the right to reject said bid based on its conclusion that a substantive conflict exists.

END OF APPENDIX A